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June 30, 2003

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T.R.A. DOCKET ROOM

VIA HAND DELIVERY

Chairman Sara Kyle
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: *Tariff Filing to Modify Language Regarding Special Contracts*
Docket No. 03-00366

Dear Chairman Kyle:

Enclosed for filing, please find the original plus fourteen (14) copies of the Comments of Time Warner Telecom of the Mid-South, LLC in the referenced docket. Copies have been served upon all parties of record.

If you have any questions or concerns with regard to this filing, please do not hesitate to contact me.

Very truly yours,

**FARRIS, MATHEWS, BRANAN,
BOBANGO & HELLEN, P.L.C.**

Charles B. Welch Jr
Charles B. Welch, Jr.

CBW:rj

Enclosures

cc: Carolyn Marek

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:

**TARIFF FILING TO MODIFY
LANGUAGE REGARDING
SPECIAL CONTRACTS,
REQUEST FOR DECLARATORY
ORDER INTERPRETING THE
LANGUAGE OF PUBLIC CHAPTER 41
OF TENNESSEE 2003 PUBLIC ACT
REGARDING THE EFFECTIVE DATE
OF CONTRACT SERVICE
ARRANGEMENTS FILED WITH
THE AUTHORITY**

No. 03-00366

**COMMENTS OF TIME WARNER TELECOM OF THE
MID-SOUTH LLC**

Time Warner Telecom of the Mid-South, LLC ("Time Warner"), through its counsel, submits the following comments, pursuant to notice dated June 24, 2003, concerning the statutory interpretation of Chapter 41 of the Tennessee 2003 Public Acts.

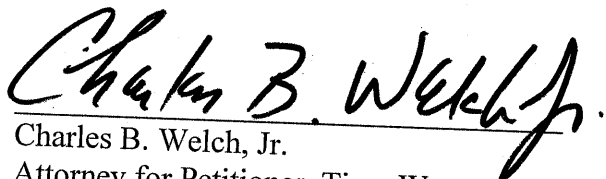
Time Warner has previously advised this Authority that it enters into special contracts or agreements with most, if not all, of its customers on a nationwide basis. This mode of operation is critical to Time Warner's business plan in Tennessee and other states in which it provides services.

It is clear from the express language of Chapter 41 that it is applicable to all telecommunications service providers. Furthermore, it is clear from the legislative record that the intent of the law is to make current state law and rules less restrictive. Specifically, the legislative record clearly indicates that no additional filing requirements should be imposed upon competing exchange carriers.

As competitive local exchange markets are developed and new services are bundled with existing services, providers will necessarily use contracts or service agreements as a vehicle to deliver services to meet the specific or unique demands of customers. For this reason, Time Warner contends that the regulation of such contracts should be less restrictive and the industry should be permitted to market services without unnecessary delay, subject to other statutory and regulatory obligations. Accordingly, Time Warner suggests that, upon complaint or on its own initiative, the Authority must review contract service arrangements filed by incumbent carriers when it appears that evidence exists to demonstrate pricing below costs as prohibited by T.C.A. § 65-5-208(c).

Respectfully submitted,

**FARRIS, MATHEWS, BRANAN
BOBANGO & HELLEN, P.L.C.**



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of the Mid-South, LLC
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CERTIFICATE OF SERVICE

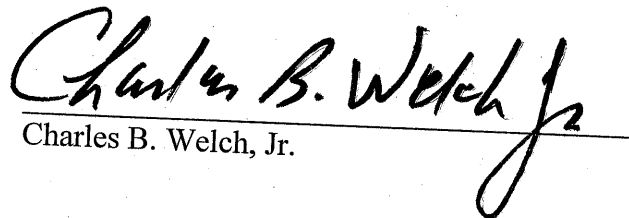
I hereby certify that a true and correct copy of the foregoing has been served via U.S. Mail, postage prepaid, upon the following parties of record, this the 30th day of June, 2003.

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